



GENERAL INFORMATION **CITY OF FRISCO, TEXAS**

BEST VALUE BID NO. 1502-038 TRAFFIC COUNTING SERVICES

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DOCUMENTS ARE DUE TO THE OFFICE OF THE PURCHASING MANAGER  
PRIOR TO:

***February 19, 2015 @ 2:00PM CST***

***NO LATE BIDS WILL BE ACCEPTED***

**ORIGINAL AND TWO HARD COPIES REQUIRED**  
~~~~~

**DOCUMENTS
MAY BE DELIVERED OR
MAILED TO:**

**CITY OF FRISCO
DANIEL FORD
PURCHASING MANAGER
6101 FRISCO SQUARE BLVD
FRISCO, TX 75034**

**Deadline for Submittal of
Questions**

**February 11, 2015 4:00pm CST
Send to
Purchasing@friscotexas.gov**

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

**Daniel Ford, CPPO, CPPB
Purchasing Manager
dford@friscotexas.gov
972 292 5545**

**Jean Stelatella CPIM, CPPB
Senior Buyer
jstelatella@friscotexas.gov
972 292 5541**



CITY OF FRISCO

BEST VALUE BID NUMBER 1502-038 TRAFFIC COUNTING SERVICES

BIDDER MUST SUBMIT ORIGINAL BID PLUS TWO HARD COPIES TO FACILITATE EVALUATION. IF TWO HARD COPIES ARE NOT SUBMITTED WITH THE ORIGINAL, THE BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

BIDS MUST BE RECEIVED ON FEBRUARY 19, 2015 BY 2:00 PM CENTRAL STANDARD TIME (CST) BY THE PURCHASING MANAGER. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NON-RESPONSIVE.

Bids will be publicly opened and read aloud at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on February 19, 2015 at 2:05 PM CST.

Write the competitive sealed bid number, 1502-038, name of bid, *Traffic Counting Services*, and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids and become a part of the terms and conditions of any bid submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

2. FORM: Bidders must submit original and two (2) hard copies of the sealed bid/written quote/proposal to the Purchasing Manager prior to response due date/time. Failure to submit the additional copies may result in the bid being declared non responsive to specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.
9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn

after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Manager's approval.

10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at purchasing@friscotexas.gov.
16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the Purchasing Manager within five (5) days of the staff recommendation memo. Unless otherwise

provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. **BID AWARD:** The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
18. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
22. **TESTING:** An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. **DELIVERY:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. **PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.**

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
32. INVOICES: Invoices must be submitted by the successful bidder to: accountspayable@friscotexas.gov

CONTRACT

33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
34. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements,

as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.

35. AUDIT: The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
36. **SUCCESSFUL BIDDER SHALL: Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.**
37. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
38. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Purchasing Manager or designated representative.
39. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

42. **NO PROHIBITED INTEREST:** The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services."
43. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
44. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov.
- By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
45. **PREVAILING WAGE RATES:** Contractors are required to pay not less than the rates determined using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, to a worker employed by it in the execution of a contract for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or

direction.. Contractors are required to comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project.

46. APPLICABLE LAW: Contractor shall comply with all federal, state and Frisco laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work in or around the Facility. Contractor shall ensure that its officers, employees, agents, contractors and other parties performing services for or on behalf of Contractor comply with all applicable laws, statutes, ordinances, regulations and policies.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
4. Endorsement applicable to each policy provided.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages)
Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)
Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Statutory Workers compensation insurance as required by state law

SAMPLE ON FOLLOWING PAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Brokerage 1234 Frisco Square Blvd. Frisco, Texas 75034	CONTACT NAME: John Smith PHONE (A/C No. Ext.): 972-555-5555 E-MAIL ADDRESS: johnsmith@abcinsurance.com FAX (A/C No.): 972-555-5556																					
INSURED Your Company Name Here Address of Insured Address of Insured	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Insurance Company Name</td><td>12345</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Insurance Company Name	12345	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Insurance Company Name	12345																				
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	POLICY NO.	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	987654	03/05/2013	03/05/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	123456	03/05/2013	03/05/2014	EACH OCCURRENCE \$ AGGREGATE \$ WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>				E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	123456	03/05/2013	03/05/2014	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Frisco, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers' compensation. Provide a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

CERTIFICATE HOLDER City of Frisco 6101 Frisco Square Blvd Frisco, Texas 75034	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNATURE HERE
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ACORD 25 (2010/05)

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Supplemental Information

Texas Government Code Section 2252.002 Non-resident Bidders

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship ☐ YES ☐ NO
2. Partnership ☐ YES ☐ NO
3. Corporation ☐ YES ☐ NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

AFFIDAVIT OF NO PROHIBITED INTEREST
(Supplemental Information)

THE STATE OF _____
THE COUNTY OF _____

§
§

I, _____, a member of the Contractor team, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- _____ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- _____ Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000).
- _____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.
- _____ Other: _____.
- _____ None of the Above.

Upon filing this affidavit with the City of Frisco, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, 2015.

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this ____ day of _____, 2015.

Notary Public in and for the State of _____
My commission expires: _____

CIQ Form-To be completed by the Bidder and Submitted with Bid

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ		
<p>This questionnaire reflects changes made to the law by H.B. 1431, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="padding: 5px;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date Received</div> </td> </tr> </table>		OFFICE USE ONLY	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date Received</div>
OFFICE USE ONLY				
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date Received</div>				
<p>1 Name of person who has a business relationship with local governmental entity.</p>	<div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div>			
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>				
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center; margin: 10px 0;"> <div style="border-bottom: 1px solid black; width: 300px; margin: 0 auto;"></div> Name of Officer </p> <p style="font-size: small;">This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center; margin: 10px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center; margin: 10px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center; margin: 10px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>				
<p>4</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature of person doing business with the governmental entity </div> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date </div> </div>				

Adopted 06/29/2007

BIDDER REMINDER LIST:**REQUESTED DOCUMENTATION INCLUDED?****ORIGINAL AND TWO (2) HARD COPIES INCLUDED?****ALL BLANKS COMPLETED ON THIS FORM?****COMPLETED COMPANY PROFILE/REFERENCES?****COMPLETED SIGNATURE?****Schedule of Events**

Public Notification/Advertisement	January 30, 2015	
	February 6, 2015	
Pre-Bid Meeting	N/A	
Deadline for Submitting Questions	February 11, 2015	4:00PM CST
Bids Due	February 19, 2015	2:00PM CST

Questions Concerning this bid are due in writing via e-mail to purchasing@friscotexas.gov before the deadline for submitting questions stated above.

SCOPE OF SERVICES

BEST VALUE BID #1502-038 ON CALL TRAFFIC COUNTING CONSULTANT

The City of Frisco (City) has the need to conduct an annual traffic data collection program to monitor and maintain the efficiency of the transportation system. The traffic data collection program will require the annual contracting of a Traffic Counting Consultant (Consultant). The term of the agreement is for one (1) year, with four (4) optional one (1) year renewals. Each annual renewal is based upon mutual agreement of the City and the vendor. The integration of new counts performed under this agreement with the City's current database will be a factor in the selection process. Quality of service and performance will also be considered. The City anticipates that other public agencies may wish to piggyback the pricing submitted under this agreement through interlocal cooperative agreements.

The City plans to have the Consultant perform occasional turning movement counts, perform automatic daily traffic counts on about one-third of the City's arterial roadways each year, perform automatic daily traffic counts on approaches to intersections for a traffic signal warrant study, and perform occasional travel time runs to provide a performance measure for the traffic signal system.

Task 1 - Turning Movement Counts

This task shall include all expenses for one person to conduct a traffic turning movement count at a specified intersection. The quoted cost shall include all necessary mileage and travel time for one person. For intersections requiring two people, the City will order two units of the applicable task: one unit of the task for each person. A cost shall be provided for a turning movement count at an intersection with three or four approaches. Diamond interchanges will be considered two intersections; and consequently, do not require a separate task. Six tasks have been identified. Task 1A provides for weekday turning movement counts, Task 1B provides for weekend turning movement counts, Task 1C provides for weekday turning movement counts at a roundabout, Task 1D provides for weekend turning movement counts at a roundabout, Task 1E provides for video of an intersection, and Task 1F provides for additional cameras at an intersection. Any turning movement counts missing any data or including major discrepancies will be required to be recounted at no additional cost to the City.

Traffic counts shall not occur on a holiday or the day preceding or after a holiday. The turning movement count will typically identify traffic making a u-turn, left turn, through, or right turn movement on each intersection approach and will be summarized in 15 minute intervals. Occasionally, the turning movement count will identify pedestrian, right turn on red, and/or heavy vehicle traffic. The City recognizes some counting equipment may require selecting what traffic will be counted but expects at least four of the traffic types listed above to be counted simultaneously. Prior to the commencement of any turning movement count the Consultant shall verify with the City Traffic Staff the needed traffic data.

The turning movement count deliverable shall be (1) a Microsoft Office Excel File with an .xlsx extension, (2) a .vol file, (3) a pdf file, and (4) a raw data file. The .vol file shall be formatted so it can be imported into Synchro 8 and Synchro 9. The intersection number shall be included in the header within the file. The turning movement counts shall be presented by direction of travel (i.e. northbound); the turning movement counts shall not be presented by origin of the vehicle (i.e. from south). The turning movement

counts shall be summarized for each time of day. The summary shall include the peak hour volume, peak hour factor, and the percentage of the vehicles performing the maneuver for a direction. The turning movement count .vol files shall be named TMCXXXX; XXXX is the intersection number, which will be provided by the City. If an intersection number is not available, the standard file naming format will be used. The standard file naming format is:

1. If all directions were counted: 20XX.Mo.Day Period, DOW, Street 1 – Street 2
2. If not all directions were counted: 20XX.Mo.Day Period, DOW, Street 1 – Street 2 – Direction (Street)
 - *Mo – number for month. No leading zero if single digit.*
 - *Day – number for day the count began. No leading zero if single digit.*
 - *Period – A (AM peak), N (Noon), P (PM peak), O (Offpeak)*
 - *DOW – Mon, Tues, Wed, Thur, Fri, Sat, Sun*
 - *Street 1 – first street alphabetically*
 - *Street 2 – second street alphabetically*
 - *Direction – N, NE, E, SE, S, SW, W, NW. Only use cardinal or intermediate directions.*

The City may make changes to the standard file naming format during the contract. These changes will be provided to the Consultant.

Task 1A – Weekday Turning Movement Count

The weekday turning movement count will be conducted for a two hour period during AM peak, Midday peak, and PM peak: six hours of turning movement counts. These counts will typically be conducted between 6:30 am – 8:30 am, 11:00 am – 1:00 pm, and 4:30 pm – 6:30 pm on a typical weekday (Tuesday, Wednesday, or Thursday).

Task 1B – Weekend Turning Movement Count

The weekend turning movement count will be conducted for a two hour period on a Saturday or Sunday, with the exact time period to be provided by City Traffic Staff. This task will also be used if only one two hour period needs to be counted on a weekday.

Task 1C – Weekday Turning Movement Count, Roundabout

The weekday turning movement count will be conducted at a roundabout for a two hour period during AM peak, Midday peak, and PM peak: six hours of turning movement counts. These counts will typically be conducted between 6:30 am – 8:30 am, 11:00 am – 1:00 pm, and 4:30 pm – 6:30 pm on a typical weekday (Tuesday, Wednesday or Thursday).

Task 1D – Weekend Turning Movement Count, Roundabout

The turning movement count will be conducted at a roundabout for a two hour period on a Saturday or Sunday, with the exact time period to be provided by City Traffic Staff. This task will also be used if only one two hour period needs to be counted on a weekday.

Task 1E – Video of an Intersection

The Consultant will position a camera to record the turning movements of traffic passing through an intersection. The intersection may be a roundabout. The City will be permitted to view a clip of a

typical recording before purchasing a recording. The Consultant is encouraged, but not required, to provide a few brief video clips of some typical recordings. Task 1E shall be the cost of recording and providing one hour of video from one camera of an intersection to the City. The video shall be provided in a standard video format that can be viewed using QuickTime or Windows Media Player, and can be inserted into a Microsoft PowerPoint 2013 presentation. No analysis of the traffic recorded in the video is included in this task. The analysis would be paid for separately with tasks 1A through 1D.

This task is intended to be used for smaller intersections such as minor-minor or major-minor intersections. This task is not intended for major-major intersections as most of the City's major-major intersections already have traffic monitoring cameras.

Task 1F – Video of an Intersection, One Additional Camera

Task 1F will allow the City to pay for one additional camera to record the turning movements of traffic passing through an intersection. The intersection may be a roundabout. Task 1F shall be the incremental cost of adding one camera to the data collection plan for an intersection. For example, if three cameras are needed, the City will order one unit of Task 1E and two units of Task 1F.

Task 2 – Automatic Daily Traffic Counts

This Task shall include all expenses to perform a traffic volume count for a period of not less than 24 hours. The quoted cost shall include all necessary mileage and travel time. Six tasks have been identified. Task 2A provides for a one direction volume count for a period of 24 hours, Task 2B provides for an additional 24 hours for a one direction volume count, Task 2C provides for a one direction volume count by lane for a period of 24 hours, Task 2D provides for an additional 24 hours for a one direction volume count by lane, Task 2E provides for a two direction volume count for a period of 24 hours, and Task 2F provides for an additional 24 hours for a two direction volume count. Any daily traffic volume counts missing any data or including major discrepancies will be required to be recounted at no additional cost to the City. For a multiple day count, the City will limit the amount of time the recount must occur to 24 hours on the same day of the week. The Consultant will be required to replace the 24 hour period with bad data in the original count with good data from the recount; in other words, the data from the recount will be manipulated to appear as though it was collected during the initial count. The Consultant will also provide the recount data.

Traffic counts shall not occur on a holiday or the day preceding or after a holiday. The Consultant shall provide the general location of the traffic volume count. The Consultant will provide the name of the nearest public street and where the traffic volume count was taken in relation to that street in the delivered file(s); this should be provided in the header within the file(s). An example description is Stonebrook west of Red Rock Canyon. Prior to the commencement of any automatic daily traffic count the Consultant shall verify with the City Traffic Staff the needed traffic data which may include speed, vehicle classification, and headway.

The Automatic Daily Traffic Count deliverable shall be (1) a Microsoft Office Excel File with an .xlsx extension, (2) a pdf file, and (3) a raw data file. The raw data file shall be in a format that is compatible

with the PC-Warrants Software program. Acceptable formats include PetraPro, TraxPro, Streeter (.prn extension), Numetrics (.mdb file), Mitron, and TimeMark. The standard file naming format is:

1. If between intersections: 20XX.Mo.Day Type, DOW, Roadway, Street 1 – Street 2, Dir
2. If at an intersection: 20XX.Mo.Day Type, DOW, Street 1 – Street 2, Dir
 - *Mo – number for month. No leading zero if single digit.*
 - *Day – number for day the count began. No leading zero if single digit.*
 - *Type – X Day (for example a 24 hour count would be 1 day)*
 - *DOW – Mon, Tues, Wed, Thur, Fri, Sat, Sun. The DOW the count began*
 - *Street 1 – westernmost or northernmost street (use known, signalized intersections when practical)*
 - *Street 2 – easternmost or southernmost street (use known, signalized intersections when practical)*
 - *Direction (between intersections) – if bidirectional omit. If directional use a direction listed in next bullet.*
 - *Direction (at an intersection) – N, NE, E, SE, S, SW, W, NW. Only use cardinal or intermediate directions. If four approaches use All.*

The City may make changes to the standard file naming format during the contract. These changes will be provided to the Consultant.

Task 2A – One Direction Volume Count, 24 hours

The one direction volume count data will include the total traffic in fifteen minute intervals for a 24 hour period.

Task 2B – One direction volume count, an additional 24 hours

Task 2B will allow the City to order additional days when requesting a one direction volume count. Task 2B shall be the incremental cost of leaving the count equipment in the field 24 additional hours. For example, if a one direction 7 day volume count is needed, the City will order one unit of Task 2A and six units of Task 2B.

Task 2C – One Direction Volume Count by Lane, 24 hours

The directional volume count by lane will include the total traffic in fifteen minute intervals for a 24 hour period. The Consultant shall provide the data per lane and the data aggregated by u-turn, left turn, through, and right turn movement.

Task 2D – One direction volume count by lane, an additional 24 hours

Task 2D will allow the City to order additional days when requesting a one direction volume count by lane. Task 2D shall be the incremental cost of leaving the count equipment in the field 24 additional hours. For example, if a one direction 3 day volume count by lane is needed, the City will order one unit of Task 2C and two units of Task 2D.

Task 2E – Two Direction Volume Count, 24 hours

The two direction volume count will include the total traffic by direction in fifteen minute intervals for a 24 hour period.

Task 2F – Two direction volume count, an additional 24 hours

Task 2F will allow the City of order additional days when requesting a two direction volume count. Task 2F shall be the incremental cost of leaving the count equipment in the field 24 additional hours. For example, if a two direction 7 day volume count is needed, the City will order one unit of Task 2E and six units of Task 2F.

Task 3 – Floating Car Travel Time Runs

This task shall include all expenses to conduct a floating car travel time run along a roadway within the limits provided by the City. The City plans to have the consultant perform travel time runs across the City and occasionally into adjacent cities. The quoted cost shall include the mileage to and from the roadway and the staff time to and from the roadway. Two tasks have been identified. Task 3A provides for mileage driven while performing the travel time runs. Task 3B provides for Consultant staff time while performing the travel time runs. Any travel time runs missing any data or including major discrepancies will be redone at no additional cost to the City.

The floating car travel time runs shall not occur on a holiday or the day preceding or after a holiday. Weekday runs shall occur on a Tuesday, Wednesday, or Thursday. The runs shall not take place during or immediately following precipitation. The runs shall not take place during an incident along the roadway. If an incident occurs, the Consultant shall stop performing the travel time run along the roadway and will have to complete that travel time run another day. The Consultant is encouraged to be prepared to switch to another roadway, assuming travel time runs were requested along multiple roadways, if an incident occurs. The Consultant shall contact the City Traffic Staff before beginning a travel time run to verify traffic conditions are normal. If the Consultant is asked to perform a before and after travel time run study, each after travel time run shall begin within 15 minutes of the time the before travel time run began. The Consultant shall be responsible for recording when each before travel time run began.

The floating car travel time runs shall be completed using Tru-Traffic software. The City will provide Tru-Traffic files of the roadway to the Consultant. The Consultant shall process the travel time run data so the trajectory lines for each travel time run are plotted on a time-space diagram in Tru-Traffic. The consultant will provide a Tru-Traffic file for each time of day travel time runs are requested. If a before and after study is performed, the Consultant will process the files so the trajectory lines for the before and after travel time runs are plotted on the same time-space diagram in Tru-Traffic. The before travel time runs shall be plotted in a different color than the after travel time runs.

The travel time run deliverable shall be a Tru-Traffic file which includes all of the GPS data from the travel time runs. When completing before and after travel time runs, the Consultant will provide a file with the before travel time runs, a file with the after travel time runs, and a file with the before and after travel time runs. The standard file naming format is:

1. Year.Mo1-Mo2 – TOD – B or A – Roadway – Street 1 to Street 2
 - *Year – number for year. 4 digits.*
 - *Mo1 – number for month the travel time runs began. No leading zero if single digit.*

- *Mo2 – number for after month the after travel time runs began. No leading zero if single digit. Use only if file contains before and after travel time runs.*
- *TOD – time of day. AM, Mid, PM, Sat, Sun, Night*
- *B and/or A – before or after in reference to a signal timing project. B if before. A if after. BA if before and after. Omit if not in reference to a signal timing project.*
- *Roadway – Full name without type (e.g. street, road, and boulevard)*
- *Street 1 – Full name without type (e.g. street, road, and boulevard)*
- *Street 2 – Full name without type (e.g. street, road, and boulevard)*

Examples

- | | |
|--|------------------------------------|
| 1. 2010.5 – Mid – Coit – Main to Lebanon | <i>not associated with a study</i> |
| 2. 2010.5 – AM – B – Coit – Main to Lebanon | <i>before TTR study</i> |
| 3. 2010.10 – AM – A – Coit – Main to Lebanon | <i>after TTR study</i> |
| 4. 2010.3-5 – AM – BA – Coit – Main to Lebanon | <i>before and after TTR study</i> |

The City may make changes to the standard file naming format during the contract. These changes will be provided to the Consultant.

Task 3A – Floating Car Travel Time Run Mileage

This task will pay the total number of miles driven along the roadway for travel time run(s) within the limits provided by the City. The Consultant shall bid the cost per mile. The mileage will be calculated by multiplying the length of the roadway segment (in miles), the number of directions requested, and the number of travel time runs. The length of the roadway will be measured using standard mapping software and rounded up to the nearest half mile. The City will always request two directions for all two-way roadways. One-way frontage roads will be paired with the one-way frontage road in the opposing direction and consequently considered a two-way roadway.

Task 3B – Floating Car Travel Time Run Consultant Staff Time

This task will pay for the hours required to drive along the roadway for the travel time run(s) within the limits provided by the City. Time spent traveling to and from the roadway or spent processing the travel time run data will not be added to the hours required to drive along the roadway; the hourly rate to drive along the roadway should consider these costs. The Consultant shall bid the cost per hour of staff time. It is assumed only one person is required to ride in the vehicle [the driver] with the equipment collecting the travel time run data. If more than one person is required to ride in the vehicle with the equipment collecting the travel time run data, it must be noted in the bid. The City will multiply the cost per hour of staff time by the number of people required.

Bid Information

Bidder Requirement

Bidder shall provide three references from cities of similar size or cities within the DFW metropolitan area for traffic count and travel time run work performed within the last three years.

Bid Award Criteria

This is a best value bid, as such, the City will take the following factors into account when evaluating bids for award:

1. The price;
2. The integration of the data with the City's current software, files, and database;
3. The reputation of the bidder and of the bidder's services/references; and
4. The bidder's past relationship with the City.

Submittal Requirements

Bid submittals should contain sections for the following information, at a minimum.

1. Integration of the data with City's current software, files, and databases compliance matrix. The Consultant shall write 'yes' or 'no' in each field. The Consultant may provide a short explanation of a response.

Item	Description	Can Provide Data in the Formats Specified	Can Use the Software Specified
Task 1	Turning Movement Counts		
1A	Weekday Turning Movement Count		
1B	Weekend Turning Movement Count		
1C	Weekday Turning Movement Count, Roundabout		
1D	Weekend Turning Movement Count, Roundabout		
1E	Video of an Intersection		
1F	Video of an Intersection, One Additional Camera		
Task 2	Automatic Daily Traffic Counts		
2A	One Direction Volume Count, 24 Hours		
2C	One Direction Volume Count by Lane, 24 hours		
2E	Two Direction Volume Count, 24 hours		
Task 3	Floating Car Travel Time Runs		
3A/B	Floating Car Travel Time Runs		

2. Three References: The Consultant is required to provide the following information for three references from cities of similar size or cities within the DFW metropolitan area for traffic count and travel time run work performed within the last three years:
 - Name and Title of the contact person for the reference
 - Agency employing the reference (i.e. City name, Public Agency Name, etc.)
 - Scope of Work performed for the reference
 - Year(s) work was performed
 - Phone number for the reference
 - Email for the reference
 - Other available contact information
3. Video Clips: The Consultant is encouraged, but not required, to provide a few brief video clips of some typical recordings the Consultant has completed.
4. Bid Form: The bid form can be found on the following pages and should be completed, signed and returned in the bid. All cost to perform services should be included in the bid amounts provided on the bid form. If any additional costs will be incurred to perform the services requested, that pricing should be noted with the bid submittal.
5. Required Documents: From this Bid document, the following required forms should be submitted with the bid:
 - a. Supplemental Information-Pages 13 and 14 of this Bid
 - b. Affidavit of No Prohibited Interest-Page 15 of this Bid
 - c. Conflict of Interest Questionnaire (CIQ)-Page 16 of this Bid



GENERAL INFORMATION **CITY OF FRISCO PURCHASING**

BID FORM **1502-038** **Traffic Counting Services**

Item	Description	Units	Estimated Annual Quantity	Unit Cost	Extended Cost	Delivery (days)
Task 1	Turning Movement Counts					
1A	Weekday Turning Movement Count	Each	10			
1B	Weekend Turning Movement Count	Each	10			
1C	Weekday Turning Movement Count, Roundabout	Each	2			
1D	Weekend Turning Movement Count, Roundabout	Each	2			
1E	Video of an Intersection	Hour	10			
1F	Video of an Intersection, One Additional Camera	Hour	5			
Task 2	Automatic Daily Traffic Counts					
2A	One Direction Volume Count, 24 Hours	Each	30			
2B	One Direction Volume Count, an Additional 24 Hours	Each	12			
2C	One Direction Volume Count by Lane, 24 hours	Each	20			
2D	One Direction Volume Count by Lane, an Additional 24 Hours	Each	10			
2E	Two Direction Volume Count, 24 hours	Each	50			
2F	Two Direction Volume Count, an Additional 24 Hours	Each	24			
Task 3	Floating Car Travel Time Runs					

3A	Floating Car Travel Time Run Mileage	Mile	450	___ per mile		
3B	Floating Car Travel Time Run Consultant Staff Time (1 Person)	Hour	40			
Grand Total:						

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

"I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: _____

Address of Bidder: _____ City: _____

State: _____ Zip Code: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By (print name) _____ Title: _____

Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 ____ #2 ____ #3 ____ #4 ____ #5 ____